



CITY OF BUCKEYE

Request for Proposal RFP: 2014-010

Redesign of City's Website

CONTACT PERSON

Debby Fasano, Purchasing Agent
623.349.6174
dfasano@buckeyeaz.gov

Release Date: February 13, 2014

Pre-Proposal Conference: February 24, 2014 at 11:00 a.m. M.S.T.

Last Date for Inquiries: February 27, 2014 no later than 4:00 p.m. M.S.T.

Proposal Due Date: March 6, 2014 no later than 4:00 p.m. M.S.T.

PLEASE NOTE: IF RFP DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE'S WEBSITE, PROPOSER IS RESPONSIBLE FOR OBTAINING ANY ADDENDA EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE PERSON LISTED ABOVE.

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SECTION I - INTRODUCTION

The City of Buckeye Arizona is soliciting proposals from qualified firms or individuals interested in providing professional services for the redesign of the City's current website, assist with selection of a host and design of new site for economic development.

BACKGROUND

The City of Buckeye is one of the fastest growing communities in Arizona and in the nation. In 2006 Forbes Magazine named Buckeye as the second-fastest growing suburb in the Country.

Founded in 1888 and incorporated eight decades ago as a 440 acre City, Buckeye has surged into the 21st century with a 600-square-mile planning area. There are currently 22 master planned communities, and almost 400,000 single family units have been approved. In just six of those developments more than a quarter-million homes are planned, as well as 71 elementary schools, 13 high schools and more than 4,500 areas of commercial, retail and employment development.

Proposals are to be addressed and delivered to the **Debby Fasano, Contracting and Construction Division at 530 East Monroe Avenue, Buckeye, Arizona, 85326 on or before 4:00 P.M., M.S.T., March 6, 2014**, at which time a representative of the City will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

This project is expected to be completed six (6) months after the Notice to Proceed is issued.

End Section

SECTION II - PURPOSE OF THE RFP

1. INTENT

The City of Buckeye is seeking proposals to redevelop the City's current website (buckeyeaz.gov) to enhance its overall online presence and ease-of-use. Our goal is to expand on-line information about the city's services and keep residents, visitors and other better informed about various meetings, activities and events, as well as support necessary communication throughout the City. The website design and function should be in keeping with the City's position as a place to retire or raise a family, a hometown feel and a leader in economic development and a friend to business.

A third party hosted website is preferred, but a successful Proposer will be expected to help select and work with host.

The immediate goal of this project is to redesign most of the current website's content into a format that will position the website for further growth and development in the future.

2. METHOD OF SELECTION

2.1 REQUEST FOR PROPOSALS

The City will conduct a prequalification screening of all submitted proposals by a designated selection team. The prequalification screening process will identify those firms who, in the City's sole discretion, best meet the City's needs. Section VIII details the Criteria used for evaluations of submittals. The City reserves the right to reject any or all submissions, or to cancel the solicitation at any time. Submittal of a proposal does not constitute a contract with the City.

2.2 ORAL INTERVIEWS/PROPOSAL PRESENTATIONS

Based upon its review of the proposal submittals, the City will select, in its sole discretion, a short list of firms who best meet the City's objectives. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the City may be requested to give an oral presentation to a selection committee. The Purchasing Agent will perform scheduling of these oral presentations.

2.3 NEGOTIATIONS

After the Interview/Presentations, the City will enter a negotiation period. The City reserves the right to conduct discussions with Proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other Proposers. The City reserves the right to reject any or all proposals at any time, for any reason.

2.4 AWARD

A contract is formed only upon the approval and written execution of the contract by the City and contractor(s) after negotiation process is complete. The award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to

the City based on the evaluation factors and selection methods set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.

3. COOPERATIVE PURCHASING

This Contract shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate, at their discretion and with the agreement of the awarded contractor. In order to participate in this Contract, a political subdivision or nonprofit educational or public health institution must agree to the terms and conditions in the solicitation and the Contractor must be in agreement with the cooperative transaction. Any orders placed to the successful Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

End Section

SECTION III - INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to:

Debby Fasano, Purchasing Agent
City of Buckeye
Construction and Contracting Division
530 East Monroe
Buckeye, Arizona 85326

on or before the time and date stated on the cover page.

Proposals should be in a sealed envelope/package marked:

Name of Proposer: _____
Title of Proposal: Redesign of City's Website
RFP Number: 2014-010

The City of Buckeye is not responsible for the pre-opening, post opening, or failure to open any Proposal not clearly identified.

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be considered non-responsive and returned to the Proposer unopened.

2. Proposals shall be submitted as a document set, containing **one clearly marked original** and **five (5) additional copies (for a total of six (6) submitted)**. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM or flash drive (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

3. Proposers may withdraw a proposal at any time prior to the time and date set for closing. Proposals withdrawn after opening, but prior to award, may be withdrawn only in accordance with the City of Buckeye Procurement Code.

4. No department or office at the City has the authority to solicit or receive official proposals other than the Construction and Contracting Division. All solicitation is performed under the direct supervision of the Manager, Construction and Contracting Division, City of Buckeye and in complete accordance with City of Buckeye Procurement Code.

5. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Procurement Manager concurs, this information will not be considered public information. The City Manager is the final authority as to the extent of material, which

is considered proprietary or confidential. Pricing information cannot be considered proprietary.

6. Your proposal should be submitted in the format shown in **Section VI**. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

7. The City reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The City also reserves the right to hold all proposals for a period of 60 days after the opening date.

8. The successful Proposer is expected to enter into the standard form of agreement for services. A sample copy of this standard agreement is attached to this document. These terms and conditions are intended to be incorporated into the agreement between the City and the successful Proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** Special terms and conditions address subjects that are important to the City. Proposers may suggest alternatives to these special terms and conditions. **However, proposals that are contingent upon any changes to these special terms and conditions will be at a competitive disadvantage in the proposal evaluation process.**

9. May: Indicates something that is not mandatory but permissible/ desirable.
Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as nonresponsive.
Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.

10. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

11. All responses and accompanying documentation will become the property of the City at the time the proposals are opened.

12. Any question related to the RFP shall be directed to the City Representative whose name appears on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. Verbal inquiries shall not be accepted. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall

not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time. Note that the City will answer informal questions orally. The City makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the City.

13. All firms interested in this Proposal (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, elected officials, the City Manager, Department Heads, and other staff. All contact during this selection process must be addressed to the City's Construction and Contracting Division's Office.

14. The City shall not reimburse any Proposer the cost of responding to a Request for Proposal.

15. The City believes that it can best maintain its reputation for treating service providers and suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the City of Buckeye Procurement Code.

End Section

SECTION VI - SPECIFICATIONS/SCOPE OF WORK

SCOPE OF PROJECT

The City of Buckeye is seeking professional services for redesign of the City's website as set forth in more detail below in the description of services. The scope of this RFP encompasses all tasks associated with the development and implementation of the web redesign. The expected completion of the website redesign is six months from Notice to Proceed.

The new website is expected to consist of a main site with separate pages as required to incorporate most of the current website content and primary web services including e-mail links as well as links to outside websites. The information architecture that is the basis for the immediate upgrade must be able to handle increased content and additional features through the use of content management system (CMS) templates and add-on components/plugin-ins.

The main short term objectives of the redesigned website will include the following:

1. As the website serves as our likely initial point of contact, it should reflect the look and feel of the City's diverse make up and vision.
2. A website that is modern and visually appealing.
3. Citizens and other stakeholders should find a not overly-complicated website with intuitive navigation and easy maneuverability which provides fresh content in an engaging manner.
4. Content-management should be versatile enough to provide engaging content yet simple enough to allow fast updates.
5. A design architecture that will allow for easy accommodation of new pages and feature as well as future sub-sites.
6. Creation of a subscription service that allows residents to select topics in which to receive email or text communications automatically.
7. Creation of social media live posts from Twitter and Facebook.
8. Creation of an events calendar that is interactive (citizens can share events and email a form with their own events to be added).
9. Mobile site creation.
10. Mobile App creation.

Long term objective include:

1. Expand on-line services the City offers to citizens on the website.
2. Enable updating the look and feel of the website on an as-needed basis.
3. Create systems on our own on the website to make payments, searchable documents, submit concerns, register for parks and rec classes and apply for jobs without having to go through a third part service.
4. New sub-sites as identified below.

The City of Buckeye has defined the following success metrics for the redesigned website:

1. Double external visit count within 6 months of launch.
2. Achieve bounce rate of less than 40 percent within 3 months of launch.
3. Achieve at least 30 percent increase in customer visits within 12 months of launch.

Functional Requirements

- Website architecture that is intuitive, well organized, structured for easy access, and responsive to the needs of our target audiences.
- Clean, concise design that minimizes vertical scroll and provides implicit cues for interaction.
- A Site design that is accessible and meets Section 508 (revised) requirements.
- The site design, and all associated templates, must provide consistency in navigation, layout, and styles in a manner that is user-centric and intuitive.
- The development and execution of thorough testing process, providing for sign-off verification prior to final product delivery and new site deployment.

Graphics/Typography

Graphics and typography must grab attention in the first few seconds, but not overwhelm the visitor and include:

- Good Visual layout and information design.
- Appropriate use of dynamic/active content.
- Consistent look and navigation through the entire site.
- Strong images, including interior pages.
- Enhanced components (HTML 5, CSS3, streaming video, Flash, etc.)

Content

Writing/Content must be:

- Easy-to-read writing using short sentences, short paragraphs, and short articles.
- Engaging.
- Citizen focused on features, benefits and outcomes.
- Content should be optimized for search engines using relevant keyword phrases in page URLs, title and subhead tags, page content, etc.
- Sensitive to target audiences and their information needs.

Visual Design

It is essential that the website redesign be a marriage of good visual design, easy navigation and a thoughtful user interface. Key benchmarks for good visual design shall include the following characteristics:

- Website architecture that is intuitive, well organized, structured for easy access, and responsive to the needs of our citizens and community.
- Clean, concise design that minimizes vertical scroll and provides apparent queues for interaction and call to action items.
- The incorporation of diverse content solutions to provide dynamic support for scripting, and inclusion of web-based applications, services and innovations.
- The site design, and all associated templates, must provide consistency in navigation, layout, and styles in a manner that is user-centric and intuitive.
- The main page and all site elements should provide a design that presents those elements in a clean and efficient manner which tactfully and consistently highlights the core messaging of the City.

Responsive Web Design

The site should be crafted to provide an optimal viewing experience – easy reading and navigation with a minimum of resizing, panning and scrolling – across a wide range of devices (from desktop computer monitors to tablet pcs to mobile phones).

This includes the following web browsers:

- Google Chrome (Ver. 22.0 or later)
- Internet Explorer (Ver. 7 or later)
- Mozilla Firefox (Ver. 16.0 or later)
- Apple Safari (Ver. 5.1 or later)

Mobile Platforms:

- Google Android
- Apple iOS
- Microsoft Windows Phone 8, RT

Content Management System (CMS)

The City is looking for website content management software that will be adaptable to current and changing technology, enable content subject matter experts to efficiently publish and manage their content on the City's website, and provide easy access to City services to website visitors.

- Avoid proprietary, limited release CMS solutions.

- The proposal CMS software must currently be in use in a wide variety of industries/government entities and shall not be a beta, release candidate or other early adopter technology.
- The responding Proposer must have prior experience with the CMS.

Site Media

The site will use dynamic image content and video to provide an effective and pleasurable browsing experience. Integration of City content – as well as relevant content not posted but approved by the City – on video sharing services such as YouTube and Vimeo, shall be integrated and viewed on the buckeyeaz.gov site without requiring the need to visit their respective hosting sites.

Social Media

The website will require connectivity to mainstream social media sites: LinkedIn, YouTube, Facebook and Twitter. The plan shall include:

Search Controls

The site shall contain a search tool to enable customers to easily combine site content for information.

Search Engine Optimization (SEO)

The website design and framework should be SEO Friendly.

Tracking and Analytics

The City requires that the main page, all navigational pages and subpages be linked to the Google Analytics platform for the purpose of tracking and analyzing site traffic and site data.

Deliverables

1. Provide two (2) different design prototypes of a new Home page for the City to consider. Then to ensure agreement on the design concept, the Proposer will design a minimum of five (5) pages as determined by the City; based on the selected prototype. The City will sign-off on the design before the Proposer proceeds with the development of the new website.
2. Proposer will propose a navigational layout for the entire website. The City will sign-off on the design navigation before the Proposer proceeds.
3. Website architecture design, including recommendation for use of open source software, web templates and plug-ins.

4. Install and configure the website CMS software.
5. Develop the website based on the agreed/signed-off design.
6. Develop the website and CMS templates to allow City staff to easily update and maintain all website content and documents.
7. Certain functions need to include sub-sites and components that may be developed to address special areas including but not limited to the following:
 - a. Tourism
 - b. Business Directory
 - c. Capacity for e-mail “blast” service and/or push notification
 - d. Monthly or quarterly community newsletter
8. Work with outside Proposers to incorporate the contracts we have for their services (i.e. community services registration page, HR job applications, city clerk’s document system, etc.)
9. Work with designated City staff to incorporate CMS permissions and content approval process.
10. In building the main City webpage, we will also need a website with certain functions built for the economic development (growbuckeye.com). This website is not a redesign, but a new site. We are looking for all of the same functionality and CMS mention above, but in a much smaller scale with minimal pages.
11. Complete all other work necessary to develop and fully test the website.
12. Ensure that the website is fully operational, without problems or broken links. The City will sign-off when satisfied.
13. Convert all content and documents from the existing website into the new CMS-based website/templates.
14. Provide CMS training to a minimum of ten (10) City staff that will be responsible for updating website pages.
15. Provide one (1) year of website support, CMS maintenance and website hosting from the date the new website is “live”. This involves 24/7 support and a minimum of 30 remote and onsite support hours in creating new/CMS templates, web pages and general support as needed.
16. CMS Maintenance and hosting beyond the first year.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

End Section

SECTION V - PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **February 27, 2014, 11:00 A.M., M.S.T.** at the Buckeye City Hall, 1st Floor Executive Conference Room, 530 East Monroe Avenue, Buckeye, Arizona 85326. A conference call option is available; please contact Debby Fasano at dfasano@buckeyeaz.gov for further information. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's intention and desires, and/or to give prospective consultants/contractors an opportunity to review the area. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the City's representative at this conference. The City's representative will then determine the appropriate action. If necessary, the City's representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

End Section

SECTION VI - EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Minimum Qualifications:

1. Proposal submitted on or before the above closing date.
2. Proposal is in the format requested below.
3. Proposer is licensed to do business in the State of Arizona.
4. Proposer has been in business for a minimum of five (5) years concurrently.
5. Proposer has provided similar services to an organization of the same size or larger than the City of Buckeye with in the last three (3) years.
6. Must possess a mandatory minimum experience of five (5) years planning, design and implementing using Responsive Web Design (RWD). Website Developers assigned to this project must demonstrate a minimum of five (5) years of developmental experience. Graphic artists, creative designer, and other non-technical team members must demonstrate at least three (3) years of experience in their respective fields.

Tab 1: General Information (1 page) 5 points

a. Explain the legal organization of the Proposer. Provide identification information of the Proposer. Include the legal name, address, identification number and legal form of the Proposer (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this Section for each member. If the Proposer is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.

b. Identify the location of the Proposer's principal office and the local work office, if different.

c. Provide a general description of the organization that is proposing to provide the Services, including number of years in business.

d. Identify any contract or subcontract held by the Proposer or officers of the Proposer that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

e. Identify any claims against Proposer arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

f. Page should be signed by a person authorized to bind the Proposer.

Tab 2: Experience and Qualifications of the Proposer (6 pages) 25 points

a. Provide a detailed description of the Proposer's experience in providing similar services to municipalities or other entities of a similar size to the City specifically explaining experience that demonstrates the firm's capability to successfully furnish the services and perform the requirements necessary to provide administration of the Program.

b. Provide a list of at least three (3) organizations of a similar size or similar operation to the City for which similar services have been performed within the last five years. This list shall include, at a minimum, the following:

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contract address, telephone number and e-mail address.
- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

Tab 3: Key Positions (6 pages) 25 points

a. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Project Manager.

b. Indicate the roles and responsibilities of each key position. Include senior members of the Proposer only from the perspective of what their role will be in providing services to the City. Identify key staff responsible for day-to-day operations regarding the Agreement, oversight and management personnel, and the location of the facility from which the Proposer would operate.

c. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

d. Attach a brief résumé and evidence of proper certification and training, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

Tab 4: Project Approach (7 pages) 35 points

a. Describe your approach in supporting to this project.

b. Provide your general understanding of the project. Identify any potential challenges or special concerns that may be encountered.

c. Demonstrated quality assurance procedures and schedule to ensure a timely, effective and professional delivery of services.

Pricing (10 points)

A Fee Proposal (Attachment A) shall be submitted in a separate sealed envelope enclosed with the Proposer's Technical Proposal and with the signature of the representative of the Proposer who is authorized to make such an offer. Fee Proposal shall be submit with the same number of copies as stated in Section III. THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

Total Possible Points: 100 points

End Section

SECTION VII - EVALUATION OF PROPOSALS

1. Method of Selection

It is the City's intent to award this contract to one Proposer. The City will award the contract based on the evaluation factors set forth in this Request for Proposal.

2. Oral Interview/Proposal Presentations

Based upon its review of the proposal submittals, the City may select, in its sole discretion, a short list of firms who best meet the City's objectives. Firms on the short list may be invited to participate in the Interview/Presentation phase of the process. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the City may be requested to give an oral presentation to a selection committee. The Purchasing Agent will perform scheduling of these oral presentations.

3. Negotiations

The City will offer the most advantageous contractor a thirty (30) day exclusive negotiation period. In the event that there is an impasse in the negotiations, the City reserves the right to go to the next most advantageous contractor, the City reserves the right to reject all proposals at any time.

End Section

SECTION VIII - FORM OF PROPOSAL

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. Your proposal shall include, at a minimum, information requested below. If proposer fails to provide any of the requested information, with the exception of the mandatory proposal certification, the City may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. SUBMITTAL AND REVIEW

1. The Proposal shall be a maximum of **twenty (20)** pages to address the Proposal criteria (excluding resumes, Fee Proposal, the Proposer Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Failure to adhere to the page limit and size criteria may result in the Proposal being considered non-responsive. Font size shall be a minimum of **11 pt, Arial or Times New Roman.**

2. Proposer shall submit **one original and five (5) copies for a total of six (6)** of the Proposal. Please note that these materials will not be returned. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM or flash drive (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

3. The Arizona Public Records Act limits the City's ability to withhold prequalification and data submitted in each proposal. If a submittal contains any trade secrets that a submitter does not want disclosed to the public or used by the City for any purpose other than evaluation of the submitter's eligibility, each sheet of such information must be marked with the designation "Confidential." The City agrees that if a "Public Records Act" request is made for disclosure of data so classified, it will notify the submitter of such data so that the submitter will have an opportunity to legally challenge the City's obligation to disclose such information.

End Section

EXHIBIT 1
PROPOSAL CERTIFICATION/CONFLICT
OF INTEREST CERTIFICATION

City of Buckeye
Construction and Contract Division
530 East Monroe Avenue
Buckeye, Arizona 85326

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

() There is no officer or employee of City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification. In compliance with Request for Proposal RPF #2014-010, for Redesign of the City's Website for the City of Buckeye and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

ADDENDA: Receipt of the following Addenda is acknowledged, and the provisions are included in this RFP:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Firm Name: _____

Address: _____

City:_____, **State:**_____, **Zip Code:**_____

(signature required)

(print name)

(fax)

(print title)

(Federal Taxpayer ID Number)

(date)

EXHIBIT 2
OFFER AND ACCEPTANCE

To the City of Buckeye, Arizona:

The undersigned hereby offers and agrees to furnish the materials in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with the City Of Buckeye's Standard Terms and Conditions.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

AUTHORIZED COMPANY SIGNATURE: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH PROPOSAL

ACCEPTANCE OF OFFER

(For City use only)

The Offer is hereby accepted.

The Contractor is now bound to provide the services as specified herein in accordance with all terms, conditions, specifications amendments, etc. and the Contractor's Offer as accepted by the _
_____.

The contract is for:

The Contractor is cautioned not to provide any materials under this contract until the Contractor receives an executed purchase order.

Awarded this _____ day of _____, 2014.

Purchasing Agent

Sample Contract

SERVICE AGREEMENT BETWEEN THE CITY OF BUCKEYE AND

THIS SERVICE AGREEMENT (this "Agreement") is made as of _____, 2013, between the City of Buckeye, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The City issued a Request for Proposals (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from Consultants for professional consulting services.

B. The Consultant responded to the RFP by the Proposal, attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the following mutual covenants and conditions, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____. Thereafter, the parties may renew this Agreement for up to four additional one-year terms, the first extension beginning and ending on _____.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.
3. Compensation. The City shall pay Consultant a price not to exceed \$.00 for the Services as set forth in the Fee Estimate, attached hereto as Exhibit D and incorporated herein by reference.
4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to **inspection** and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant. Consultant will be responsible for obtaining a City of Buckeye Business License.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to

the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

g. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

h. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

i. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

j. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant shall furnish the City with certificate(s) of insurance, or formal endorsements as required by this Agreement, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. If a certificate of insurance is submitted as verification of coverage, the City shall reasonably rely upon the certificate of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the above-cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates within ten days after the renewal date containing all the aforementioned insurance provisions. Additionally certificates of insurance submitted without referencing a contract number will be subject to rejection and returned or discarded. Certificates of insurance shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability - Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000

all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years past completion and acceptance of the Services, and the Project Manager shall be required to submit certificates of insurance evidencing proper coverage is in effect as required above.

d. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days’ prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Buckeye, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

13.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly

involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed scope of work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the City: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Facsimile: 623-349-6099
Attn: City Manager

With copy to: Gust Rosenfeld PLC
201 East Washington, Suite 800
Phoenix, Arizona 85004-2327
Facsimile: 602-340-1538
Attn: Scott Ruby, Esq.

If to Contractor:

Facsimile: _____
Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the

party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.14 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.16 Conflicting Terms. In the event of a conflict between the RFP, the Consultant's response to the RFP, the Scope of Work, the Fee Estimate and this Agreement, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their names this ____ day of _____, 2013.

CITY OF BUCKEYE

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Christopher A. Williams, Manager,
Contracting and Purchasing

APPROVED AS TO FORM:

Scott Ruby
City Attorney

EXHIBIT A
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

[RFP]

See following pages.

DRAFT

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

[The Proposal]

See following pages.

DRAFT

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE
AND

[Scope of Work]

See following page(s).

DRAFT

EXHIBIT D TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BUCKEYE AND

[Fee Estimate]

See following page(s)

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